

Oklahoma Department of Consumer Credit

Exhibit 1

PART 1-OPENING STATEMENT

The Oklahoma Department of Consumer Credit (“ODCC”) seeks to select one or more Suppliers for an initial one (1) year service period selection with nine-one year options to renew to provide a business process and centralized database (the “Database”) to track small loans made by Oklahoma Small Lenders as required by SB 720 The Oklahoma Small Lenders Act (“Act”). This Bill was passed during the 2019 Legislative Session. At a minimum, the ODCC seeks to establish a third-party common database with real-time access through the Internet for Oklahoma Small Lenders (“OSL’s”) as required by the Act. The ODCC will also consider other methods of database access. The Database must be accessible to the ODCC and the Oklahoma Small Lenders to verify the balance and status of small loans outstanding for a particular person and enable OSL’s to ensure compliance with the Act. The ODCC’s preference is to select a Supplier(s) services to develop, install and maintain the technology resources to provide the necessary automation functionality, also including the provision of computer and other equipment by the Supplier. The Supplier must also develop and provide to the ODCC both electronic and hard copies of system and user documentation and provide necessary training to Department staff and OSL’s for use of the system. The ODCC seeks a transaction fee model (i.e. transaction fee, etc.) from Supplier(s) wherein no up-front payment will be made by the Department or OSL’s; instead, Supplier would be paid all or a portion of the transaction fee (not to exceed \$2.20 for each full or partial 30-Day period that a balance is scheduled to be outstanding) over the life of the contract. However, all solutions and approaches will be considered. The transaction database needs to be completed no later than April 1, 2020 to allow for proper training and notification of requirements prior to the effective date established by the ODCC. In addition to the development of the database, the solution should include but not be limited to notification and training of new requirements for Oklahoma Small Lenders and customer support. Customer support is expected to be offered during business hours of Oklahoma Small Lenders. The implementation of the complete business solution should be no later than April 3, 2020.

1.1 Reservations

The State reserves the right to reject any and all responses received pursuant to the Request for Proposal, if the State determines such action is in the best interests of the State of Oklahoma or the Oklahoma Department of Consumer Credit. The State reserves the right to accept portions of competing Suppliers' responses and Bid a joint agreement to merge such portions into one project. The State reserves the right to waive minor irregularities in submitted responses.

1.2 Pre-Contract Costs

Under no circumstances will the State be liable for any costs incurred by a Bidder pursuant to this Request for Proposal, including any costs incurred during the negotiation phase of this project, prior to the execution of the State's approval of the selected Bidder(s).

1.3 Questions

Questions must be submitted, in writing on the wiki, on or before 3:00 p.m. (CST) January 22, 2020. A Bidder may submit written questions. No further questions regarding this Request for Proposal will be entertained after 3:00 p.m. (CST) January 22, 2020. The Contracting Officer is specified in the cover page of this RFP. Written response to questions will be posted January 23, 2020 by the Office of Management & Enterprise Services (OMES), Contracting Officer specified in the cover page of this RFP in the form of an Amendment

1.4 Time Table

<u>Date</u>	<u>Process</u>
January 8, 2020	Request for Proposal released by the Office of Mgt. & Enterprise Services (OMES).
January 22, 2020	Last date to submit questions to OMES. Due no later than 3:00 p.m. (CST)
January 23, 2020	Answer to questions posted on OMES Web Site
February 5, 2020	Responses due 3:00 p.m. (CST)
February 21, 2020	Responses evaluated and ranked by Selection Committee
March 6-7, 2020,	Bidders may be invited to make presentation
March 13, 2020	Finalists selected
March 13, 2020	Negotiations begin
April 1, 2020	Selection awarded and posted on OMES Web Site

Some dates may be subject to change based on the need for additional information, evaluation or negotiation.

PART 2 - INFORMATION REQUIRED FROM THE BIDDER (SEE 9, SUBMISSION OF BID, LOCATED IN THE COVER PAGE, FOR ADDITIONAL INSTRUCTIONS, NUMBER 8, BID STRUTURE)

2.1 Technical Response Content, Format and Submission

To be considered for evaluation a Bidder's response must conform to the content and format requirements described in this part of the Request for Proposal. Responses must also be concise.

A response must be submitted in bound format identified as "Proposed Technical Solution" and separately bound and sealed "Cost Data". The response must be bound and submitted in tabbed sections, each section corresponding to respective Parts of this document.

The Cost Data must be presented in the format prescribed in Exhibit C, attached. Pages of each response must be numbered consecutively from beginning to end.

The specific format requirements for a response are as follows.

A. Technical Solution-Response

1. Identified by:
 - a. "Technical Solution" heading or label
 - b. Bidder Name
 - c. Request for Proposal number (Please use #6350000005)
 - d. Delivery date and time
 - e. Delivery location
2. Consisting of:
 - a. Cover letter
 - b. The responses to each required Part of this Request for Proposal, each response set forth in a separate tabbed section, AS IDENTIFIED IN THE COVER PAGE DOCUMENT.
 - c. Other Required Documents
 1. Notice of Conflict of Interest. A signed statement must also be included indicating that the Bidder does not possess a conflict of interest. The Bidder must disclose the name of any officer, director, stockholder, or agent who is also an employee of the State of Oklahoma, or any of its agencies. Further, the Bidder must disclose the name of any State employee who owns, directly or indirectly, an interest of ten percent (10%)

or more in the Bidder's firm or any of its subsidiaries or subcontractor. No Department staff shall have any interest in or receive directly or indirectly any compensation from the Bidder's firm or any of its subsidiaries or subcontractors. This shall be an ongoing requirement and failure to comply will subject the contract to cancellation and reimbursement of all dollars paid under the contract. (Exhibit A)

2. Reference Summary Form (Exhibit B)
3. Non-Collusion Affidavit (Exhibit C)
4. Bidder's response should state that it shall constitute an offer that remains valid for at least 180 days after response.

B. Cost and Price-Response-Attachment E

1. Bound and sealed separately from the Technical Solution.
2. Identified by:
 - a. "Cost and Price" tab
3. Consisting of:
 - a. The response to the respective Part(s) of this Request for Proposal, presented in the format prescribed.

Information that a Bidder considers relevant to its response, but inapplicable to any of the required parts or sections of the response, must be provided as an appendix to the Technical Solution parts of the response. If a Bidder attaches a publication or other document in order to provide required information, a specific reference to the document and the relevant page or pages must be given in the appropriate part or tabbed section of the response. If the document is not specifically referenced in a part or tabbed section of the response will not be considered as a response to the corresponding paragraph of this Request for Proposal.

A Bidder shall submit to OMES the original and four (4) USB Flash Drives, of the Technical Solution and other required documents. A Bidder shall submit to the OMES the original and four (4) USB Flash Drives, as well, of the Cost Data.

All responses must be submitted by the deadline stated in the cover page document. An officer or an employee authorized to bind the Bidder to its provisions and to the provisions of any contract resulting from the Request for Proposal must sign the response. A person so authorized must also submit a statement on the Bidder's letterhead that the response shall constitute an offer that will remain valid for at least 180 days after the proposal submission. If a contract is entered into between the State and a Bidder, the content of the Bidder's response and this Request for Proposal may be incorporated into the contract and become contractual obligations of the Bidder, at the option of the State.

Responses will be opened at 3:00 p.m. (CST), February 5, 2020, at OMES.

Public Entity Crimes:

A person or affiliate who has been placed in a convicted Bidder list, if any exist, following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity for a period as prescribed by applicable law.

Notice to Bidder:

If the Bidder knowingly employs unauthorized aliens, the State shall consider this as cause for unilateral cancellation of a contract entered into pursuant to this Request for Proposal

Proof of Legal Entity:

The State reserves the right to require the successful Supplier to provide proof of legal entity and authorization to do business in the State of Oklahoma prior to Supplier selection or negotiation of or execution of contract. If the successful Supplier is unable to provide such proof and authorization, the State further reserves the right to withdraw its award to the successful Supplier and award to the next successful Supplier.

Performance Bond Guarantee:

The Bidder shall not be required to provide a performance bond to the State.

2.2 Mandatory Requirements

To be considered for award, a response must conform to the mandatory requirements set forth below. Each requirement is expressed in the form of a question. The section of a Bidder's Technical Solution corresponding to Part 2.2 must set forth each question and the Bidder's response thereto. To be eligible for consideration, a Bidder must answer "yes" to each question, which indicates the Bidder's complete response acceptance of the corresponding mandatory requirements.

Any conflict between a Bidder's answers to the following questions and information provided elsewhere in the Bidder's response will be resolved by reference to the answers to the questions. The answers will be binding on the Bidder and will govern any selection contract entered into with the Bidder as a result of this Request for Proposal.

YES NO

- | | | |
|-------|-------|--|
| _____ | _____ | 1. Have you submitted a complete response to this Request for Proposal using the format provided in PART 2? |
| _____ | _____ | 2. Does the technical portion of your response contain a cover letter on company letterhead, with an original signature of an official authorized to bind the Bidder to its provisions as specified in Part 1? |

- _____ 3. Do you agree that the contents of your response could become part of any contract that may be entered into as a result of this Request for Proposal as specified in Part 1 at the sole option of the State?
- _____ 4. Do you agree that the contents of this Request for Proposal could at the sole option of the State become part of any contract that may be entered into as a result of this request as specified in Part 2?
- _____ 5. Do you agree that your response will remain valid for a minimum of 180 calendar days from the response submission deadline?
- _____ 6. Have you submitted to the State the original and four (4) hard? copies, as well as four (4) USB drives, of the Technical Solution and Cost specified in Parts 1.12 & 2.1?
- _____ 7. Do you agree that unless your response arrives at the State on or before the date and time specified in the timetable, the response will be immediately disqualified as specified in Part 1.10?
- _____ 8. Do you accept the Prime Supplier Responsibilities, set forth as Part 1.15 of this Request for Proposal?
- _____ 9. Do you accept the Oral Presentation provisions of Part 1.14 of this Request for Proposal?
- _____ 10. Do you agree that your project manager, once assigned to the Department project as identified in the contract, will not be removed from the project without State written consent?
- _____ 11. Do you agree that you will not assign or transfer any duties or obligations under any contract resulting from this Request for Proposal and will not enter into any subcontract related to the contract without prior approval of the State?
- _____ 12. Have you read, signed and included the Request for Proposal Acknowledgement Form with your response?

2.3 Statement of the Problem

State in succinct terms your understanding of the problem presented, and the service requested by this Request for Proposal.

2.4 Management Summary

Give a narrative description of your work plan and a list of the items you will deliver and the services you will provide.

2.5 Work Plan

Describe in narrative form your technical plan for accomplishing the required work. Use PART 4 of this Request for Proposal as a point of departure including Sections 4.3 through 4.19. Describe and illustrate how the proposed methodologies and your capabilities will ensure performance to the level of standards required by this Request for Proposal. Indicate the number of man-hours allocated to each task and a time line for each task, showing whether a task may be done concurrently with others or is required to be complete before commencing to the next step. Include a program evaluation and review technique (PERT) or similar display, time related, showing each event. If more than one approach is apparent, comment on why you chose the approach you did. Describe in matrix format, all resources that will be provided under this contract. Provide a separate matrix for each type of required resource that may include but is not necessarily limited to hardware, software, human resources and material. Show all cost- related information in the Cost Data Section.

2.6 Bidder's and/or Any Subcontractor's History and Experience

Describe your experience in developing, implementing, managing and operating an electronic information management service as specifically contemplated in this ITN. Describe any other similar or related work experience. Experience shown should be work done by the individuals who will be assigned to this project as well as the overall experience of your company.

The Bidder must supply reference summaries for three (3) businesses or government agencies for which you have done similar work in the past. Attached, as Exhibit B is a reference

summary form that you must include with your response. The State reserves the right to contact and verify every reference provided.

The Bidder shall also describe the following:

- A. Company Privacy Policy
- B. Company Information Safeguarding and Security Policy
- C. Company Disaster Recovery Plan
- D. Existing Technical Support Structure or structure that could be used for this project (should include but not be limited to the following):
 - 1. Support Structure (organization, management, technology)
 - 2. Problem Reporting Procedures, including contact phone numbers
 - 3. Hours of Operation
 - 4. System Used to Monitor and Track Support Calls
 - 5. Technical Support Staff (number, qualifications/resumes skill sets supported)
 - 6. Escalation Procedures (for unresolved support issues), with contact names and phone numbers
 - 7. Existing Technical Operational Infrastructure
- E. System and Network Diagrams
 - 1. Hours of Availability
 - 2. Regular Maintenance Schedules
 - 3. Security Precautions
 - 4. Redundancy and Failover Precautions
 - 5. Routine Backup and Recovery Procedures
 - 6. Disaster Recovery Plan
 - 7. Past Record of Unscheduled Downtime

2.7 Company Profile and Personnel

This project shall require a substantial commitment of company resources and personnel. Provide financial information demonstrating the Bidders and Sub-Contractors ability to complete this project. Identify the project manager and all personnel who will be engaged in the work, including, but not limited to, business process engineers, analysts, researchers, programmers, consultants, etc. Identify the project manager who will be working full time on

this project. The project manager assigned to this Department project by the Bidder shall not be removed from the project without the written consent of the State. State where these personnel will be physically located during the time they are engaged in the work. Submission of a resume describing their education and experience as it relates to this project is required. Indicate the responsibilities each person will have in this project. State how long each has been with your company. The State reserves the right to reject team members throughout the duration of the project. The Bidder should demonstrate the company's commitment to the State of Oklahoma such as minority business experience, charitable endeavors, and mentoring.

The Company Profile has two parts. The first part requires a Bidder to provide responses to a series of numbered questions related to the Bidder's business. Responses must be clear, accurate and sufficiently detailed to enable the State to evaluate the Bidder's company profile. The second part requires a Bidder to provide responses to a series of numbered questions related to any subcontractor or subcontractors that will provide goods or services as identified in the Bidder's response. The answers will be binding on the Bidder and will govern any contract entered into with the Bidder as a result of this Request for Proposal.

Prime Bidder

- A. Full, legal name of prime Bidder
- B. Federal Identification Number
- C. Unemployment Compensation Number
- D. State in which incorporated, and if not incorporated, indicate type of business (e.g., partnership, sole proprietorship, etc.)
- E. Date incorporated
- F. Description of the Bidder's organization, including subsidiaries, parent corporations, officers; include organization charts and details concerning the number of facilities by geographic location
- G. Brief description of the Bidder's principal type of business
- H. Financial statement for each of the last three years (if this is included as an appendix to your response, please reference the appendix number here)

- I. State whether the Bidder has had a contract termination for default within the past five years, and if so, describe in detail.
- J. State whether the Bidder has filed for bankruptcy protection in the past five years, or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing. If so, provide Court and case number.
- K. Describe in detail your plan to provide continued service and support to the State in the event your company goes out of business, merges with another company, is acquired by another company, etc.
- L. Certify that the Bidder is not currently under suspension or debarment by the Federal government, the State, or any other state government.
- M. Certify that the Bidder does not owe the Federal government, the State, or another state any outstanding taxes or fees.
- N. State whether any contract with the State or negotiation with any other clients would represent a possible conflict of interest.
- O. Indicate whether the Bidder has any pending or threatened litigation against the State or any agency of the State.
- P. If you are proposing to use any subcontractors for the project, describe in detail your experience as a prime Bidder in dealing with subcontractors, and how you plan to manage and coordinate any proposed subcontractors.
- Q. Provide the names and addresses of all affiliated or related companies, partnerships or associations (including subcontractor, if any) and a brief description of their relationship to the Bidder.
- R. Provide a statement on the Bidder's letterhead that the Bidder agrees to comply with all Federal and state laws regarding Fair Employment Practices and non-discrimination.

Subcontractors

Provide the following information regarding each proposed subcontractor:

- A. A detailed description of any and all of Bidders, Suppliers or agreements that you plan to use as subcontractors to provide goods or services under any contract resulting from this Request for Proposal (provide copies of the contracts(s) or agreement(s) with the subcontractor, on the Bidder's letterhead, signed by an officer representing each party)
- B. Name of subcontractor
- C. Federal Identification Number
- D. Unemployment Compensation Number
- E. State in which incorporated, and if not incorporated, indicate type of business (e.g., partnership, sole proprietorship, etc.)
- F. Date incorporated or business started
- G. Description of the subcontractor's organization, including subsidiaries, parent corporations and officers; include organization charts and details concerning the number of facilities by geographic location
- H. Brief description of the subcontractor's principal type of business
- I. Total number of years in business
- J. Financial statement for each of the last three years (if this is included as an appendix to the response, please reference the appendix number here)
- K. State whether the subcontractor has had a contract termination for default within the past five years, and if so, describe in detail
- L. State whether the subcontractor has filed for bankruptcy protection in the past five years or is currently in the process of filing or planning to file for bankruptcy protection. If so, provide Court and case number
- M. Describe in detail your plan to provide continued service and support to the State in the event the subcontractor goes out of business, merges with another company, is acquired by another company, etc.
- N. Certify that the subcontractor does not owe Federal government, the State, or another state any outstanding taxes

- O. Certify that the subcontractor is not currently under suspension or debarment by the Federal government, the State, or any other state government
- P. Provide the names and addresses of all affiliated or related companies, partnerships or associations, including a brief description of their relationship to the subcontractor

PART 3 - CRITERIA FOR SELECTION

3.1 Response Evaluation

All responses received from Bidders will be reviewed and evaluated by a committee of personnel selected by the State. The Committee will recommend for selection those responses which best meet the needs of the State of Oklahoma and the Department in terms of the requirements of this Request for Proposal.

3.2 Mandatory Requirements

All mandatory requirements, as stated in Part 2.2, will be reviewed for the Bidders's acceptance of each requirement.

3.3 Evaluation Method

The evaluation committee will analyze the responses based on the evaluation criteria below. The State or his designee will conduct the final evaluation.

Evaluation Criterion

1. Management Summary and Solution
Mandatory Requirements
Statement of Problem
Management Summary and Solution
Work Plan
2. Bidders's demonstrated experience and performance with similar systems and operations
3. Bidders's Company Profile and Personnel
4. Value-added Service to Customers
Total Possible Points

The State reserves the right to enter into negotiations with the top two ranked Bidders. The State intends to award a selection to the prime Bidders whose response best meets the needs of the State and the Department. The State reserves the right to establish the format and rules of any ensuing negotiations.

3.4 Areas of Consideration

The following parts of the response will be evaluated:

- Part 1 Mandatory Requirements for Response
The Bidders must complete the mandatory requirements in this part by indicating acceptance of each.

- Part 2 Statement of the Problem
Nature and scope of the work involved.

- Part 3 Management Summary and Solution
Factors for consideration will be the Bidder's ability to present the concept of its solution via the response, the Bidder's ability to understand the completeness of the solution, the timeframe for a solution, quality of the proposed hardware, software and application, the comprehensiveness of maintenance, the ability of the solution to enable compliance with the Oklahoma Small Lenders Act and the ability of the solution to enable regulation of the Act by the State.

- Part 4 Work Plan
Complete response to all concerns and requirements. Service approach must be clearly identified and within the timeframe required by the State.

- Part 4 Bidder's History and Experience
The ability of the Bidders to demonstrate work experience as it relates to the Department project and the Oklahoma Small Lenders Act. Noteworthy is the quality, quantity, relevance, and currency of similar services performed by the Bidders.
- Part 4 Company Profile and Personnel
This data will allow the State to determine the business and technical capability, size, longevity, and financial stability of the Bidders. It will also assist the State in reviewing proposed professional personnel who would be assigned to the project by the Bidders. Qualifications of professional personnel will be measured by their skill sets, years of experience and training levels.
- Part 5 Value-Added Service
The evaluation committee may award points to a Bidders who offers services that extend beyond the minimum requirements set forth in this document.

PART 4 - WORK STATEMENT

4.1 Background

The Oklahoma Small Lenders Act was passed during the 2019 Legislative Session. This act requires that the State establish a third-party private database and operations that will enable Oklahoma Small Lender's ("OSL's") to remain compliant with the Act. The Database must be accessible to the State and the OSL to determine the status of any OSL transactions that are outstanding for a particular person. OSL's shall submit such data before entering into each small loan. The third-party vendor may impose a fee not to exceed \$2.20 for each full or partial 30-Day period that a balance is scheduled to be outstanding for data required to be submitted by a OSL. One transaction includes all steps in the customer loan process, from opening to closing. A OSL means a person who engages in a Oklahoma Small Lender transaction and is licensed with the Department.

4.2 Objectives

The State's objective is to establish a third-party private vendor that is required to uphold the following responsibilities:

- A. the development, management, and availability of the OSL database;
- B. the notification and training of OSL's regarding the requirements of the system;
- C. the customer service function and technical support;
- D. the revenue collection and disbursement process; and
- E. the regulatory reporting system.

Accordingly, the Bidders shall provide a database to track OSL transactions by Oklahoma Small Lenders who are eligible to conduct OSL business in this State.

4.3 System Access Controls

The Database will have restricted access and will be available only to the Department and to those OSL's licensed by the Department.

4.4 Application Requirements

Authorized OSL's will search the database created by the Bidders to determine the balance and status of any outstanding OSL transactions for a customer. The search should be by the customer's social security number or employment authorization alien number. A OSL may enter a new transaction if the transaction is compliant with the Oklahoma Small Lenders Act.

- A. OSL's should have access to the following information regarding customer transactions:
 - 1. If Customer has previously transacted business with the OSL, the OSL shall have access to all transaction information for that customer.
 - 2. The number of transactions entered into by the customer within the last 90 days.
 - 3. If not an existing customer of the OSL, the OSL shall only have access to the name or identity number along with the quantity of any outstanding transactions. The customer will be provided with a toll-free number to contact the Bidders to assist in resolution of problems with outstanding transactions created by this or any other OSL's.
 - 4. Transaction inquiries of customers who have been declined should be available to the State
- B. In the event the system is not available at the time the transaction occurs the OSL's will be required to enter transaction information within the next 24 hours.
- C. Information Calls
 - 1. The Bidders will provide information to OSL's regarding technical support as well as training and assistance regarding the OSL requirements.
 - 2. The Bidders will be responsible for resolving disputes with OSL's, and questions and issues regarding declined transactions;
 - 3. The Bidders will need to divert any complaints regarding misuse of the database by OSL's to a specified contact person within the Department.

4.5 Database Requirements

- A. State and OSL's shall have real-time access through a secure internet connection.
- B. State and OSL's must be able to verify compliance of each transaction with the Act.
- C. The data in the database should include but not be limited to:
 - 1. The OSL #, Name and Address of OSL's utilizing the system.
 - 2. The customer's (drawer's) name, social security number or employment authorization alien number, address, driver's license number, amount of the transaction, date of transaction, total amount of outstanding small loans, date and reason that the transaction is closed, and such addition information as may be required to ensure compliance with SB 720 and assist in regulatory efforts.

4.6 Conditions for Small Loans

All transactions must be compliant with the Oklahoma Small Lenders Act and any rules promulgated by the Department. Refer to the Act and Administrative Rules for specific details.

4.7 Reports

- A. The Bidders should provide the State ability to view on-line reports and ability to generate ad-hoc reports from the database.
- B. Users should be able to print, view and download reports.
- C. OSL's should be provided on-line reports regarding transactions with their customers.
- D. The Bidders should provide OSL reports on-line concerning the collection of transaction fees.

4.8 Level of Service

- A. The Bidders shall provide access to the database 24 hours per day, 365 days per year, except during periods of routine maintenance. Routine maintenance schedules and procedures for notifying State and OSL's of work stoppages are subject to approval by the State.

- B. Customer service should be available during OSL regular business hours as determined by the Bidders upon implementation of the database with prior approval of the State.
- C. Bidders should provide procedures in the event of downtime.
- D. Bidders should provide 99% system availability excluding routine maintenance.

4.9 Revenue

- A. Transactions fees shall be collected by the Bidders or representative.
- B. The State will assume no responsibility for reimbursing the Bidders, its representatives, or financial institution for OSL failure to pay.

4.10 Environment and Resources

Responses shall include all software, software development, hardware, hardware installation, process designs, and System integration services required for the solution to be fully operational. All solution components will be fully functional including servers, user workstations, communications, operating systems, protocols, application, file formats, and any graphical user interfaces.

The Suppliers will prepare an entity relationship diagram with supporting design information, data dictionary and documentation for the proposed database. The State will require database access for running queries and reports by qualified agency personnel.

The Suppliers will develop, implement and monitor the physical database and will manage the data. All database transaction information will be confidential and will remain the property of the Suppliers. The Supplier and any subcontractors or employees shall neither use nor share any information or data for any purpose or services they may provide to third parties without obtaining prior written permission to do so from the State, nor shall any such information in any form be made available for sale or sold without the written consent of the State. The Supplier will be responsible for assuring the data integrity and the redundancy of the physical database. The Supplier will provide all disaster recovery services related to the central database the web application and the supporting infrastructure needed to keep the system available on the Internet. The web application should include a Privacy and

Security Policy as agreed upon by the State. The Supplier will prepare and provide the State with reports for project management, financial reports and contract auditing. All financial aspects must meet Generally Accepted Accounting Principles.

4.11 Application Upgrades (if applicable)

All software upgrades, intermediate patches or programmed temporary fixes to the Database, web-based applications and/or local user applications will be continuously performed or made available as such upgrades, fixes or versions revisions evolve. All such upgrades will be thoroughly tested before applying to the production system, central database or customer applications. The cost of such upgrades or fixes shall be borne by the Supplier.

4.12 Safety and Security Planning and Disaster Recovery

The Supplier's System shall provide a level of safety and security that will minimize the loss or improper alteration of records and any improper System usage. The Database must not be subject to exposure risks such as update, delete or alteration. Supplier will identify risks to the Database and design minimal risk strategies and safeguards to protect each system component. Supplier will devise and use a daily data backup as a part of scheduled preventive maintenance.

Supplier shall provide a Disaster Recovery Plan as part of the response, addressing all the functional System components (hardware, database, applications, communications, and personnel). The Disaster Recovery Plan shall reduce the effects of service breaks to a minimum, whether such breaks are due to storms, power outages, software, malfunction, or equipment failure. Redundancy, reliability, and scalability require that the Supplier provide at least two physical locations capable of providing all services of the System. The Supplier should describe all steps to be taken to restore the system service including customer service and data communications. Supplier may suggest alternatives to accomplish this objective.

4.13 System Adaptability

The Oklahoma Legislature continuously changes laws concerning the regulation of the Small Loan Industry. The System shall be adaptable to both planned and unanticipated changes in regulations in a timely manner.

4.14 System Support

Responses to this ITN shall include provisions for support services during and after implementation of the System. Supplier should discuss how support, testing and training of OSL's will be provided. Supplier should provide information on Planned Technical Support Structure, including but not limited to:

- A. Support Structure (organization, management, technology)
- B. Problem Reporting Procedures, including contact phone numbers
- C. Hours of Operation
- D. System Used to Monitor and Track Support Calls
- E. Technical Support Staff (number, qualifications/resumes, skill sets supported)
- F. Escalation Procedures (for unresolved support issues), with contact names and phone numbers.
- G. System Performance Requirements; i.e., web browser version required.

Supplier Personnel must be knowledgeable of the Database and Oklahoma Small Lender regulations and capable of assisting the State with execution and successful completion of the system requirements.

The Supplier will provide continuous System support and sufficient maintenance of the Database after system implementation to ensure continued operation of the system.

System should be compatible with general low-end web browsers, accessible with a reasonable size modem dial-up connection speed not less than 28k. Web pages should be able to be downloaded within 7 seconds.

4.15 Training

Training shall be designed, prepared and presented to address issues and topics relating to:

- A. Department's use of the Database, including but not limited to; queries, report generation and distribution. The Supplier will provide a general overview of the proposed system, its functions, capabilities and limitations. The Supplier may use a "Train the Trainer" approach to train Department end users.
- B. OSL instructions on how to enter data into the Database and what to do to troubleshoot and resolve problems with either the data or the system.

- C. All training materials shall be provided in an electronic format. The State has the right to use and/or modify the training materials as needed.

4.16 Help Desk

The Supplier will provide a toll-free help desk and knowledgeable staff to resolve System-related problems, including but not limited to applications usage, data-exchange and communications assistance, data queries, customer problems, and financial management. The Help Desk will function to solve problems as opposed to merely logging problem calls. The Supplier should be able to provide reports on the effectiveness of the help desk.

The Supplier shall propose to the State a set of thorough and detailed System performance standards, which will provide a balance of quality customer service to those using the System and best value to the OSL's and the State in acquiring these services. The selection committee will evaluate the proposed Standards for reasonableness and ease of monitoring by the Department. Compliance with adopted standards will be assessed for the purpose of formal System acceptance and will be monitored by the State thereafter for determining compliance with the State's requirements. The Standards should include but not be limited to:

- A. Providing reasonable access to a live Customer Service Representative within 30 seconds of the call.
- B. No caller should be told to hang up and call back later.
- C. Calls should be answered in order received.
- D. Written procedures will be in place for handling complaints, disputes, inquiries and comments regarding customer calls; and an automated problem resolution log should be maintained. The State appointed contact will be notified immediately of any problems resulting in the inability to process customer transactions. The Supplier will maintain a tracking log of system failures and issues.

The Supplier will keep an electronic log of any and all support calls and issues, fully documenting complaints and reported problems, including the actions taken, the results and the date the issue was resolved, and system downtime. The log will be made available to the State on request.

The Performance Standards should also include an independent annual audit verification performed by a Certified Public Accountant. The Supplier will be required to demonstrate easy to use report generation that follows generally accepted business and financial practices and that satisfies the State's requirements. The Supplier shall propose clear and useful standards for any additional performance criteria needed to evaluate System operations.

4.17 System Evaluation and Acceptance Plan

Final System acceptance by the State will be assessed on the successful accomplishment of System Performance Standards Tests that are to be proposed as a part of this submittal. In addition, the Supplier will prepare a System Evaluation and Acceptance Plan for implementation of the 24/7 Service required as part of its response.

4.18 Proposed Fee Schedule

The Supplier shall provide a Proposed Fee Schedule for approval by the State.

4.19 Implementation Plan and Schedule

The Bidder shall provide a project plan and implementation schedule incorporating all elements of the project and demonstrating how the project will be managed to completion while meeting requirements. The schedule should be in the form of a chart, preferably a Gantt chart, clearly and simply reflecting the responsibilities of the Bidder and all subcontractors and any dependencies or expectations that the Bidder has of the State or others that may affect the project over time.

4.20 Statewide Common Database

The Database shall be and remain the central repository for all licensed OSL loan activity in the State of Oklahoma. The raw data content of the Database is and at all times shall remain the property of the Department of Consumer Credit and the persons to whom such reports are provided. The data structures, algorithms, tables, forms, routines, modules, components and software code that are (i) used to create and support the Database, (ii) underlying and incorporated within the Database, (iii) used to analyze the data therein and/or create, generate and/or analyze reports and/or (iv) incorporated or used within or as part of the system, shall remain the property of the Bidder.

4.21 Data Retention

All data regarding Oklahoma small loan transactions will be maintained on-line for a minimum of four (4) years.

4.22 Reconciliation and Transmission of Consumer Credit Counseling Payments

The Bidder shall receive, in addition to the per transaction fee authorized by 59 O.S. § 3150.10 (C), thirty cents (\$0.30) for each loan entered into as authorized by 59 O.S. § 3119, paid to Bidder by OSL (the “Consumer Credit Counseling Fee”). Bidder shall on a quarterly basis, reconcile and transmit to Department of Consumer Credit the aggregated total of all such Consumer Credit Counseling Fees received from OSL’s.

EXHIBIT A - NOTICE OF CONFLICT OF INTEREST

Company or Entity Name _____

For the purpose of participating in the Request for Proposal process, the undersigned corporate officer states as follows:

The persons listed below are corporate officers, directors or agents and are currently employees of the State of Oklahoma or one of its agencies:

_____	_____
_____	_____
_____	_____

The persons listed below are current State employees who own an interest of ten percent (10%) or more in the company/entity named above:

_____	_____
_____	_____
_____	_____

The above information is true and correct to the best of my knowledge. Signed on this day of _____, 20____.

Signature

Print Name and Title

EXHIBIT B - REFERENCES

Request for Proposal Number:

#6350000005

Oklahoma Department of Consumer Credit

BIDDER: _____

REFERENCE

Contact Person: _____

Telephone: _____

Title: _____

Organization: _____

1. Are you currently providing services to this company or have you in the past? Yes ___ No ___
2. During what period of time? _____
3. What scope of services are/were provided?

4. Have you had any problems? Yes ___ No ___

5. Would you like to offer any additional comments?

EXHIBIT C – SWORN STATEMENT

State of _____ County of _____

Number: _____

I state that I _____ of _____
(Name) (Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm, and its owner, directors, and officers. I am the person responsible in my firm for the price(s) the amount of this response, and the preparation of the response.

I state that

- (1) The price(s) and amount of this response have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this response, and neither the approximate price(s) nor approximate amount of this response, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or persons to refrain from submitting a response for this contract, or to submit a price(s) bid higher that the price(s) in this response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary response.
- (4) The response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- (5) _____ its affiliates, subsidiaries, officers, director and employees are not
(Name of Firm)

currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the above representation
(Name of Firm)

are material and important and will be relied on by the State of Oklahoma, Administrator of the Oklahoma Department of Consumer Credit for which this bid is submitted.

I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the State of Oklahoma, Department of Consumer Credit of the true facts relating to the submission of bids for this contract.

(Name and Company Position)

(Signature)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ DAY
OF _____, 20____.